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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION

11 HOGAN LOVELLS, US LLP,  
12 Petitioner,  
13 v.  
14 CONVERSANT INTELLECTUAL  
PROPERTY MANAGEMENT INC.,  
15 Respondent.  
16

Case No.

**DECLARATION OF KHARI J. TILLERY  
IN SUPPORT OF HOGAN LOVELLS US  
LLP'S PETITION TO COMPEL  
ARBITRATION PURSUANT TO 9 U.S.C. §  
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Date Filed:

Trial Date:

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**DECLARATION OF KHARI J. TILLERY IN SUPPORT OF HOGAN LOVELLS US LLP'S  
PETITION TO COMPEL ARBITRATION PURSUANT TO 9 U.S.C. § 4**

Case No.

1 I, KHARI J. TILLERY, declare and state:

2 1. I am an attorney licensed to practice law in the State of California and am  
3 employed by the law firm of Keker & Van Nest LLP, located at 633 Battery Street, San  
4 Francisco, California 94111, counsel for Petitioner Hogan Lovells US LLP (“Hogan Lovells”) in  
5 the above-captioned action. Except as where expressly stated, I have personal knowledge of the  
6 facts set forth in this declaration and, if called upon, could and would testify competently thereto.

7 2. On March 20, 2014, my colleague Elliot Peters was contacted by newly-retained  
8 counsel for Conversant Intellectual Property Management Inc. (“Conversant”), William T. Reid  
9 III of Texas-based law firm of Reid, Collins, & Tsai LLP. Mr. Reid stated that Conversant was  
10 planning to assert a professional negligence claim against Hogan Lovells arising out the firm’s  
11 representation of Conversant in the ITC Investigation and Delaware Action. Mr. Reid also  
12 outlined tens-of-millions of dollars in purported damages attributable to Hogan Lovells and fees  
13 that it intended to claw back. Over the course of multiple subsequent discussions in which I  
14 participated, Mr. Reid made clear that Conversant intends to file a complaint against Hogan  
15 Lovells in court, unless a resolution can be reached, despite his awareness of the arbitration  
16 provision in the signed retainer agreement (“Retainer Agreement”) between Hogan Lovells and  
17 Conversant, formerly known as MOSAID Technologies Inc.

18 3. In compliance with the Retainer Agreement, Hogan Lovells has simultaneously  
19 filed and served a Demand for Arbitration with the American Arbitration, seeking, among other  
20 things, a finding that Conversant’s threatened professional negligence claim is barred by the  
21 applicable statute of limitations.

22 4. Attached hereto as **Exhibit A** is a true and correct copy of the Retainer Agreement  
23 between MOSAID Technologies Incorporated and Hogan Lovells US LLP, executed on or about  
24 March 9, 2011.

25 5. Attached hereto as **Exhibit B** is a true and correct copy of relevant pages from  
26 Conversant’s website.

27 6. Attached hereto as **Exhibit C** is a true and correct copy of Cisco’s Redacted  
28 Complaint for Declaratory Judgment in Delaware Action, Dkt. No. 6, dated August 16, 2010.

